

BILL NO. S-75-05-55

SPECIAL ORDINANCE NO. S-109-75

AN ORDINANCE approving an agreement to purchase
real estate for the acquisition of land to construct
Fire Station # 7

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. That the Agreement between the City of Fort Wayne,
by and through its Mayor and the Board of Public Works and Hamilton Hunter,
Jr., for the purchase of the following described real estate for the construction
of a new Fire Station No. 7,:

The northeast corner of Spring Street and Lindenwood
Avenue, Fort Wayne, Indiana

Block A in Section F of Tower Heights Addition according
to the preliminary plat attached hereto and made a part
hereof

for a total cost of \$20,000.00, all as more particularly set forth in said Agree-
ment which is on file in the Office of the Board of Public Works, and is by
reference incorporated herein, made a part hereof and is hereby in all things,
ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by Mrs. [Signature], seconded by [Signature], and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 5-27-75

Charles W. [Signature]
CITY CLERK
William G. [Signature]
City Clerk

Read the third time in full and on motion by Mrs. [Signature], seconded by [Signature], and duly adopted, placed on its passage. Passed (~~1854~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	✓				
HINGA	✓				
KRAUS	✓				
MOSES	✓				
NUCKOLS				✓	<u>[Signature]</u>
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 6-10-75

Charles W. [Signature]
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. S-109-75 on the 10th day of June, 1975.

ATTEST: (SEAL)

Charles W. [Signature]
CITY CLERK

James [Signature]
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of June, 1975, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. [Signature]
CITY CLERK

Approved and signed by me this 11th day of June, 1975, at the hour of 4:00 o'clock P. M., E.S.T.

[Signature]
MAYOR

Bill No. S-75-05-55

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving an agreement to purchase real estate for the acquisition
of land to construct Fire Station #7

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckols

William T. Hinga

Donald J. Schmidt

W.C. Moses Jr.
Eugene Kraus Jr.
John Nuckols
W.T. Hinga
D.J. Schmidt

DATE 6-10-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

AGREEMENT TO PURCHASE REAL ESTATE

DATE: May 19, 1975

TO: HAMILTON HUNTER, JR. OWNERS

I hereby agree to purchase from you for the sum of \$ 20,000.00
the real estate in Allen county, Indiana, commonly known as the northeast corner of
Spring Street and Lindenwood Avenue, Fort Wayne, Indiana
the legal description of which is: Block A in Section F of Tower Heights Addition
according to the preliminary plat attached hereto and made a part hereof.

I will pay said sum of \$ 20,000.00, for said property upon the
following terms: 1. \$15,000.00 Cash upon delivery to me of a properly
executed Warranty Deed.

2. \$5,000.00 cash for the extension of a sanitary sewer to
the east boundary line of Lot 184 in Section F of Tower Heights Addition
according to the preliminary plat.

3. Said sanitary sewer must be constructed by Seller according
to specifications of the Water Pollution Control Engineering Department of the
City of Fort Wayne, Indiana.

4. This offer is subject to the Seller's ability to obtain final
plat approval of Section F, Lots 169 to 205 and Block A of Tower Heights Addition
by the City Plan Commission.

This Agreement to Purchase is made subject to the following terms and conditions:

1. I shall assume and pay the taxes upon said real estate due and payable the first Monday in
(Nov) (November), 1976, and all subsequent taxes, and I shall assume and pay any assessments
upon said real estate for improvements which may become a lien after the date of this Agreement to
Purchase.

2. You will furnish a proper, up to date, Certificate of Survey of said real estate showing the
dimensions thereof and the location of all improvements located thereon, as of the date hereof.

3. Prior to the execution of the (Warranty Deed) (~~Deed~~) you will furnish, at your
expense, a properly prepared abstract of title for said real estate, continued to a date after the date of
this Agreement to Purchase, disclosing a marketable title in you. I will have said abstract examined
by my attorney and will submit a legal opinion thereon without unreasonable delay. You will have a
reasonable time to meet such requirements, if any, as may be necessary to render marketable the title
to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by The
Allen County Indiana Bar Association.

4. This transaction shall be closed as soon as your title to said real estate meets necessary legal
requirements and I obtain the necessary financing, if any, as hereinabove provided. At said closing,
you shall deliver to me a properly executed (Warranty Deed) (~~Deed~~) as hereinabove pro-
vided, (conveying) (~~conveying~~) to me said real estate and all improvements thereon in
the same condition they now are, usual wear and tear excepted. In this respect, you shall assume the
risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to
me of said (Warranty Deed) (~~Deed~~). In the event said real estate and all improvements
thereon cannot be (conveyed) (~~conveyed~~) to me in substantially their present condi-
tion, usual wear and tear excepted, this agreement, at my election, shall not be binding upon me, and
my earnest money deposited hereunder shall be returned to me without delay.

5. Possession of said real estate shall be delivered to me ~~at closing~~ at closing. . . .
Rents, if any, shall be pro-rated as of the date of closing. Insurance shall be ~~pro-rated~~ (cancelled) as of
the date of closing. You will pay all charges for utility services furnished said premises until the date
possession is surrendered to me.

6. This Agreement to Purchase includes all improvements and permanent fixtures used in con-
nection with said real estate including but not necessarily limited to the following: All electrical, gas,
heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds,

drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time I accept title to said real estate, unless otherwise specified and agreed to by me.

7. I hereby represent that my intended use of the said real estate requires a zoning classification of _____ and this Agreement to Purchase is contingent on the said real estate being in such use district.

8. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and me, our heirs and personal representatives.

9. I hereby deposit with your Agent, Richard B. Sturges, Jr., Harding, Dahm & Company the sum of \$ 200.00, to be used as earnest money in this transaction, and upon your written acceptance of this Agreement to Purchase, I will deposit with your said agent additional earnest money in the sum of \$ _____, all of which earnest money is to apply to the cash payment provided for at the time of the closing of this transaction. If this Agreement to Purchase is not accepted in writing by you on or before the 23 day of May, 1975, then the same shall be null, void and of no force and effect, and any earnest money deposited hereunder will be returned to me without delay. If this Agreement to Purchase is accepted by you and I fail to complete this purchase as agreed, my earnest money shall be forfeited to you as liquidated damages which shall be your sole remedy at law or in equity.

Buyer:

Address:

Phone:

Buyer:

Address:

Phone:

I, Richard B. Sturges, Jr., Harding, Dahm & Company, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of \$ 200.00, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this 16 day of May

1975

The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof

and also agree to pay our said agent a commission of \$ _____, which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until the final closing of this transaction.

Dated this 16 day of May, 1975

Seller:

Address:

Phone:

Seller:

Address:

Phone:

I, _____, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of \$ _____, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this _____ day of _____, 19____

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Ordinance provides for City's purchase of property know as Block A of Section F in Tower Heights Addition at a cost of \$20,000.00.

Said purchase from Hamilton Hunter, Jr. is to provide ground for construction of new Fire Station #7.

From the \$20,000.00 cost, Mr. Hunter must have a sanitary sewer extension constructed at estimated cost of \$5,000.00.

COPY OF AGREEMENT ATTACHED

EFFECT OF PASSAGE City will proceed with plans for fire station construction.

EFFECT OF NON-PASSAGE Delay on proposed construction.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$20,000.00 expenditure

ASSIGNED TO COMMITTEE Public Works JH